

Maquoketa Munic. Electric Utility

IBEW #145

1/1/2005 12/31/2007

AGREEMENT
BETWEEN
MAQUOKETA MUNICIPAL ELECTRIC UTILITY
AND
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
Local Union No. 145
January 1, 2005
to
December 31, 2007

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PREAMBLE

THIS AGREEMENT is executed by the Maquoketa Municipal Electric Utility, hereinafter call "Employer", and the International Brotherhood of Electrical Workers, Local Union No. 145, hereinafter called "Union".

ARTICLE 1.

Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those Employees of the Maquoketa Municipal Electric Utility of Maquoketa, Iowa, in the following bargaining unit pursuant to Order of Certification dated November 24, 1987, in PERB Case No. 3491, to-wit:

INCLUDED: The following full and part-time Employees: Lead Mechanic Operator; Mechanic Operator; Crew Leader; Serviceperson; Lineperson; Apprentice Lineperson; Groundperson; Meter Technician; Billing Clerk; Meter Reader; Mapping Coordinator; and other personnel not excluded by the Act.

EXCLUDED: The following full and part-time Employees: Utility Manager; Distribution Superintendent; Power Plant Superintendent; Office Manager; Administrative Clerk; Confidential Secretary; and all other personnel excluded by Section 4 of the Act.

and the parties further agree that those Employee classifications added to or deleted from the bargaining unit by the Board during the effective period of the Agreement, shall be subject to or not subject to the terms of this Agreement, as the case may be, as of the effective date of Board action.

ARTICLE 2.

Definitions

Section 1. A part-time Employee is a person who is hired for a period of less than forty (40) hours per week.

Section 2. A temporary Employee is a person who is hired for a period of one hundred twenty (120) days, or less.

Section 3. Temporary Employees are not included within the bargaining unit. Part-time Employees are not entitled to any of the benefits of this Agreement except as specifically stated.

Section 4. A probationary Employee is a person, other than a temporary Employee or part-time Employee, who has not completed six (6) months of continuous service as an Employee with the Employer.

Section 5. A regular Employee is a person, other than a temporary Employee or part-time Employee, who has completed six (6) months of continuous service with the Employer.

Section 6. Except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement, shall be limited to mean "regular" Employee.

Section 7. The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 8. The word "Board" shall mean the Iowa Public Employment Relations Board.

ARTICLE 3.

Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire Employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail or terminate operations of the Employer;
- (e) The right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right to create, modify and terminate departments, job classifications and job duties;

- (h) The right to transfer, promote and demote Employees;
- (i) The right to discipline;
- (j) The right to suspend and discharge Employees for proper cause;
- (k) The right to lay off;
- (l) The right to determine the number and starting times of shift, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) The right to enforce and require Employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any Employee because of membership or non-membership in the Union.

Section 1. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by the Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its Employees;
- (b) That it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- (c) That it will earnestly strive to improve and strengthen good will between and among the Employer and its Employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the Employees to refrain from Union membership. There shall be no discrimination of favoritism by the Employer or the Union because of membership or of non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity, which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working or non-working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representatives will not interfere with or interrupt the operations of the Employer or the work of the Employees.

ARTICLE 5.

Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No Employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an Employee, the Union agrees that it will take immediate, affirmative steps with the Employee involved, including to but not limited to, sending out public announcements, letters, bulletins, telegrams and Employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the provisions of the Act shall apply.

ARTICLE 6.

Dues Checkoff

Section 1. The Employer will make monthly deductions for dues, fees and assessments from the first paycheck of the month from the wages of each Employee covered by this Agreement if the Employee provides the Employer with a written authorization therefor. The amount to be deducted shall be certified to the Employer in writing by the Treasurer of the Union. The Employer will remit such money to the Treasurer of the Union not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an Employee at any time upon thirty (30) days written notice to the Employer and shall automatically be canceled upon termination of employment.

Section 3. The Employer shall have no obligation to deduct or collect fees, assessments, or dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits of its obligations under this Article.

ARTICLE 7.

Seniority

Section 1. Seniority is defined as an Employee's length of continuous service with the Employer from the Employee's most recent date of hire.

Section 2. The Employer shall post a seniority list of all Employees in this bargaining unit, by Department, as of July 1 of each year and shall forward a copy thereof to the Union.

Section 3. An Employee shall lose seniority rights upon termination, lay-off for a period longer than eighteen (18) months, failing to report to work within fourteen (14) days after written notice of recall is mailed by United States certified mail with return receipt requested to the Employee's last known address, or absence from work for two (2) consecutive workdays without approval by the Employer.

Section 4. An Employee who has been promoted to a higher classification shall be considered to be on probationary status for a period of six (6) months, during which period the Employee may be returned to the former position. The Employee shall be given a written statement setting out the reason the Employee is being returned to the former position and no grievance shall be filed as a result of being returned to the former position.

Section 5. Employees who are members of the bargaining unit, defined in Article 1 of this Agreement, will be given an opportunity to apply for vacancies resulting from the promotion, demotion, transfer, change in classification, or termination of employment of employees in job classifications included in the unit, and to apply for vacancies resulting from the addition of new classifications which are added to the bargaining unit before such vacancies are offered to applicants who are not members of the bargaining unit. The municipal and employees shall use the following procedure in applying for such vacancies.

- (a.) The vacancy shall be announced and posted on bulletin boards at all municipal facilities. Employees shall have seven (7) calendar days from the date of posting in which to apply for the vacancy. The notice will identify the location where, and the classification in which the vacancy exists, and the rate of pay for the classification.
- (b.) The qualifications and seniority of every candidate shall then be considered, and if the qualifications are relatively equal, the candidate with the greatest seniority shall be the one selected.
- (c.) The employee who is selected for the vacancy shall be subject to the six (6) months probationary period.

ARTICLE 8.

Seniority

Section 1. In the event the Employer determines that one or more persons must be laid off within a department, a temporary Employee shall be laid off first, then a part-time Employee, and then a probationary Employee.

Section 2. Thereafter, if the Employer determines that another person must be laid off, within a department, the Employer shall consider qualifications, ability to perform, and seniority of the remaining Employees, and if qualifications and ability to perform are equal between or among affected Employees, seniority within the department shall govern.

Section 3. An Employee to be laid off shall be notified thereof in writing at least thirty (30) calendar days prior to the effective date of the layoff.

Section 4. An Employee who is laid off shall keep the Employer advised of the Employee's current mailing address during layoff. If the Employer desires to recall Employees, such Employees shall be recalled in the inverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the Employee's latest advised address.

Section 5. An Employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the Employee shall report on said later effective date.

ARTICLE 9.

Job Classification

Section 1. If an Employee is requested to work in a higher rate job classification, the Employee shall receive at least the minimum hourly rate for the higher job classification effective on the first (1st) day that the Employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

Section 2. An Employee who has been assigned to carry out the responsibilities of the duties of a Supervisor, in the absence of a Supervisor, shall receive compensation at the rate of ninety percent (90%) of the Supervisor's then current salary.

ARTICLE 10.

Hours of Work

Section 1. This Article is intended to set forth the normal workday and the normal workweek, but neither the Article nor any section of the Article shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. To the extent possible, each Employee shall receive two (2) fifteen (15) minute breaks during each work day, or shift, one (1) in the morning or first half of a shift, and one (1) in the afternoon or second half of a shift. During normal working hours, breaks shall not be taken in local restaurants or cafes. Breaks may be taken at the location where the Employee normally reports for work. If the employee returns to the building that they report to for work, they shall receive a 15-minute break beginning when they arrive at the building. They may also take their break at the job site. It is the choice of the employees as to where they will take their break.

Section 3. During an emergency call-out, after four (4) hours of work, an Employee will take a paid one-half (1/2) hour break at a local restaurant or the location of his/her choice. This break shall be authorized by the Supervisor or Crew Leader and at a time selected by the Supervisor or Crew Leader. In the absence of the Supervisor or Crew Leader, the Employee will make that decision, which is in the best interest of MMEU Customers. Both Management and the Employees realize that under certain conditions, it may be necessary for these breaks to be taken alternately, or staggered, by the involved personnel. The Employee will be reimbursed for the reasonable cost of the break, upon presenting the necessary receipts.

Section 4. It is understood and agreed that the determination of the daily and monthly work schedules for all Employees shall be set by and may be changed by the Employer from time to time to meet the Employer's requirements. It is understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any Employee, and the Employee shall be required to work at times scheduled by the Employer. The Employer shall give the Union as much notice as possible, but, in any case, five (5) days advance notice for any major change in work schedule.

Section 5. Inclement weather will be handled through the Safety Committee. Refer to Article 17, Section 1.

ARTICLE 11.

Overtime

A. Overtime

Section 1. An Employee is entitled to overtime pay if said Employee works in excess of eight (8) hours in a day, or works in excess of forty (40) hours in a week. If the Employee is compensated for leave, the hours will be considered as hours worked for purposes of this section. A week for purposes of this computation shall commence at midnight on Sunday and shall continue until midnight the following Sunday. Employee, for purposes of this section, includes a probationary Employee and a part-time Employee.

Section 2. Overtime must be properly authorized or approved by the Employer.

Section 3. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay. It shall be computed to the nearest quarter (1/4) hour for payment.

Section 4. Overtime shall not be used to punish or reward Employees and the Employer shall not pay twice for overtime, nor shall the same be pyramided.

Section 5. The employer shall attempt to equalize overtime hours for all Employees. In all cases, however, overtime assignments will be made in such a way that the functions of the Employer will be most effectively completed.

Section 6. All work performed on holidays shall be paid at double the regular hourly rate of pay. All work performed on Sundays shall be paid at double the regular hourly rate of pay, provided forty (40) hours have been worked during the week. (holidays are considered to be a day worked), otherwise one and one-half (1-1/2) times the regular time rate of pay shall apply. To the extent applicable, such double time pay for emergency call-outs will be for the observed day of the holiday.

Section 7. The Mechanic/Operators at the Power Plant, on a weekly rotating schedule, will come to the Power Plant twice daily on weekends and holidays, for the purpose of monitoring plant conditions and entering data into appropriate operating logs, as directed by the Department Supervisor. The Mechanic/Operator will be paid for one (1) hour, at the rate of one and one-half (1-1/2) times the regular rate of pay, for each of the two (2) daily stops.

Section 8. When an employee is given an assignment without reasonable notice of 1 hour before quitting time, except in case of emergency, and that assignment continues past normal work hours, said employee will receive at least one (1) hour pay at time and one-half (the overtime rate).

B. Call-Back

Any Employee, including a probationary Employee, who has left the Employer's premises and who is called back to work by the Employer, shall be paid a minimum of two (2) hours pay at the overtime rate, provided that on a holiday, the Employee shall receive a minimum of two (2) hours pay at double time when called out on an emergency. Call-back does not apply where an Employee is ordered to work within two (2) hours of the Employee's starting time or is ordered to work beyond the Employee's regular shift.

ARTICLE 12.

Holidays

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (1/2), Christmas Day and New Year's Eve (1/2). The Christmas Eve and New Year's Eve holidays occur only when the day falls on a Monday-Friday inclusive. In a contract year when Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the Employee shall be given a floating holiday.

Section 2. If a holiday falls on Saturday, the Friday before shall be celebrated as such. If the holiday falls on Sunday, the following Monday shall be celebrated as such. When Christmas and New Year's Day fall on a Saturday, the holiday will be observed on Friday. Then the preceding Thursday will be observed as Christmas and New Year's Eve. When these holidays fall on Sunday or Monday, then a floating holiday will be given, to be used at any time that year in lieu of the two one-half (1/2) day holidays.

Section 3. In order to be eligible for receiving holiday pay, an Employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday, or the Employee may be on an approved scheduled vacation, or the Employee may be on approved sick leave. No Employee who has been laid off, or who is under suspension, will be eligible for holiday pay.

Section 4. For purposes of this Article, a holiday shall be presumed to commence at 12:01 A.M. of the day on which the holiday is to be observed and shall continue until 12:00 P.M. (Midnight) on the day on which the holiday is observed.

Section 5. When a holiday falls during an Employee's sick leave, the day off will not be charged against sick leave.

Section 6. A probationary Employee for purposes of this Article is considered to be a regular Employee.

ARTICLE 13.

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by Employees after continuous active service pursuant to the following schedule:

Years of Service	Number of Hours Earned
1	40
2	80
4	88
5	96
6	104
7	112
8	120
11	128
12	136
13	144
14	152
15	160
18	168

Section 2. Vacation will be earned on a monthly basis, one-twelfth (1/12) of the vacation being earned each month, except that no vacation will be granted or paid to an Employee unless the Employee has completed the Employee's first year of service. Pro-rata vacation will be earned by an Employee during the pay period the Employee leaves employment.

Section 3. The purpose of a vacation is to enable the Employee to enjoy periodic rest from the Employee's regular job so that the Employee may return to work refreshed. The vacation year will be the individual Employee's anniversary date to anniversary date. Accordingly:

(a) All vacations earned must be taken by the Employee prior to the Employee's anniversary date following the anniversary date during which the vacation was earned, unless the Utility Manager authorizes in writing, an extension of time for taking said vacation.

(b) No Employee shall be entitled to vacation pay in lieu of vacation.

(c) An Employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the Employee and not previously taken.

Section 4. So far as possible, per the Employee's request, each vacation will be granted at the time selected by the Employee, so long as it does not conflict with the operation of the Employer. The final right to allot and to change such vacation periods is reserved exclusively to the Employer.

Section 5. In the event that a holiday falls within an Employee's vacation period, the day off shall be treated as a holiday and such day will not be counted as a day of vacation.

Section 6. Vacation pay shall be computed at the regular hourly rate of pay applicable to an Employee's regular classification during the Employee's vacation period.

Section 7. Vacation leave shall be taken in increments of at least one-half (1/2) day.

ARTICLE 14.

Leave of Absence

A. Sick Leave

Section 1. Sick leave shall be used for personal illness or injury, including pregnancy, and for serious illness or injury of an emergency nature to a child or a stepchild, or to a member of the Employee's household, or to the Employee's parents, where the Employee's presence is necessary, subject to the provisions set out hereinafter. Sick leave will not be taken by an Employee who is injured while gainfully employed by a different employer.

Section 2. An Employee, including a probationary Employee, shall earn and will accumulate sixteen (16) working hours of sick leave per month until such time as the Employee accumulates up to a maximum of seven hundred twenty (720) working hours. After the Employee has accumulated seven hundred twenty (720) hours of sick leave, the Employee shall earn eight (8) hours of sick leave per month, subject to the provisions set out in Sections 4 and 5 hereafter.

Section 3. To be eligible for sick leave, an Employee, including a probationary Employee, shall notify the Employer as soon as possible, but in any event prior to the starting time of the Employee's workday. This notice may be waived if the Employer determines that the Employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee. The Employer has the right to verify the reported sickness of an Employee and may require the Employee to produce a doctor's certificate for absence due to illness.

Section 4. The Employee will receive a payment on or before December 7th, equal to one-half (1/2) the number of sick leave hours which the Employee has accrued as of that date, over seven hundred twenty (720) hours. The payment will be at the Employee's regular rate of pay as of November 30. Any remaining sick leave over seven hundred twenty (720) hours will be voided as of November 30.

Section 5. Employees shall be compensated in cash, for all unused sick leave when they are permanently separated from employment, as a result of retirement, lay off, resignation with thirty (30) calendar days proper notification, or death. In the event of death, payment will be made to the estate of the Employee. The amount of each payment for all unused sick leave is to be calculated at one-half (1/2) the Employee's regular hourly rate of pay in effect on the pay day immediately preceding the Employee's separation.

Section 6. In the event of an on the job injury incurred while working for the Employer, the Employee must cooperate with the Employer and the Insurance carrier in providing relevant information pertaining to the occurrence immediately. The Employee shall retain the benefits received from Workers Compensation. No Employee is entitled to receive paid sick leave benefits and Workers Compensation benefits for the same injury, except that an Employee may use accumulated sick leave for the first three (3) days after an injury, and except that the Employee may use accumulated sick leave to complement Worker Compensation to the extent that an Employee may receive a total sum of money from Workers Compensation benefits and from sick leave which would not exceed the gross pay which the Employee would have received for the pay period; provided that such sick leave will be paid only if the Employee requests it in writing.

Section 7. The Employee requesting pregnancy leave shall present a doctor's statement verifying when the Employee's condition requires her to leave work and shall present a doctor's statement following birth or miscarriage as to when the Employee is able to return to work and unless the Employee returns to work on that date or any other date, by reason of extension granted by the Employer, the Employee will be considered to have voluntarily resigned or retired.

B. Funeral Leave

Section 1. An Employee, including a probationary Employee, will be granted three (3) days funeral leave with no loss of compensation in the event of the death of the Employee's spouse or the Employee's children, including step-children.

Section 2. An Employee, including a probationary Employee, shall be granted three (3) days funeral leave with no loss of compensation to arrange and attend the funeral of the Employee's parents, including stepparents, parents-in-law, brothers, sisters, grandparents, grandchildren, brothers-in-law and sisters-in-law. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. Additionally, an Employee, including a probationary Employee, may have one day to attend the funeral of any other relative with a maximum of three (3) such days per year.

Section 3. An Employee, including a probationary Employee, shall be granted one (1) day funeral leave with no loss of compensation, to attend the funeral of the Employee's grandparents-in-law. Any such leave shall be only if the funeral occurs on a scheduled workday.

Section 4. If additional time off is needed, the Employer may grant additional leave without pay not to exceed a maximum of five (5) days.

Section 5. Funeral leave pay is intended to provide for time off without loss of income, but not to increase income. Non-working days shall not be compensable.

Section 6. The Employer shall allow an Employee the necessary time off, without pay, or shall allow the Employee to take a vacation day, in order to attend the funeral of a member of the family not included under Sections 1 or 2, or of a close family friend.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay, is a predetermined amount of time off from work, for whatever purpose, which has been recommended by the Employer and approved in writing. The Employee will be given a copy of the authorization.

Section 2. An Employee may be entitled to a leave of absence without pay if the Employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An Employee anticipating such leave shall present a doctor's statement verifying that the Employee's condition incapacitates the Employee from working and shall present a doctor's statement when the Employee is able to return to work. Unless the Employee returns to work on that date, or on any other date, by reason of extension granted by the Employer based on medical grounds, the Employee will be considered to have voluntarily resigned or retired. For an Employee with less than four (4) full years of continuous employment, this leave of absence without pay status following sick leave may extend for up to three (3) months; for an Employee with more than four (4) full years of continuous employment, this leave of absence without pay status following sick leave may extend for a period not to exceed one (1) month for each full year of previous continuous employment, but in no event for more than one (1) year.

Section 3. Upon termination of any such leave of absence, the Employee shall return to work in the same step or capacity as when the Employee left, provided that during such period the Employee shall not earn sick, vacation or other leave.

Section 4. In the event the Employee fails to return to work at the end of any such leave, said Employee shall be deemed to have voluntarily resigned on the last day prior to such leave.

Section 5. During a leave of absence without pay, the Employee:

- (a) must pay group insurance premiums falling due during any month the Employee is not on the payroll, if the Employee wishes to retain this benefit;
- (b) shall not receive or accrue any job benefits during the period of absence; and
- (c) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding thirty (30) days, provided that such exceptions are in writing and made a part of the original authorization.

D. Jury Duty

Section 1. An Employee, including a probationary Employee, selected for jury duty, shall receive a paid leave of absence for scheduled shift time that the Employee spends on such duty. Said Employee shall receive the regular time pay and shall turn over to the Employer, the pay earned from such jury service, but the Employee shall be allowed to keep any allowance for mileage.

Section 2. An Employee who is summoned for jury duty, but is not selected, or an Employee who is released from jury duty with an hour or more remaining on the Employee's shift, shall return to work.

Section 3. If an Employee is called for jury duty, the Employee shall promptly notify Employee's immediate Supervisor.

E. Voting Leave

Section 1. An Employee, including a probationary Employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Military Leave

Section 1. The Employer shall comply with Section 29A.28, Code of Iowa, granting leave of absence for military duty, as the same may be amended from time to time.

G. Personal Leave

Section 1. An Employee will be granted up to sixteen (16) hours of personal leave during the contract year, non-cumulative. Except in an emergency situation, the Employee shall give the Employer forty-eight (48) hours of notice in advance of the hours when personal leave will be taken. Personal leave hours may be taken in conjunction with scheduled vacation, provided they be taken in one (1) hour increments, otherwise, these hours may be taken in one-quarter (1/4) hour increments.

Section 2. Personal leave will be awarded on a pro-rata basis for a probationary Employee.

H. Voluntary Termination

Section 1. An Employee who wishes to permanently terminate employment, shall notify the Employer thereof in writing at least fourteen (14) calendar days (excluding vacation days) prior to the effective day of termination. (See 'Sick Leave', Section 5, for unused sick leave compensation requirements.)

ARTICLE 15.

Grievance Procedure

Section 1. The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

Section 2. A grievance is defined as a dispute between the Employer and the Union or any Employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step One. An Employee who has a grievance shall notify the Employee's Supervisor orally within five (5) calendar days (excluding Saturday, Sunday and holidays) after the occurrence of the event giving rise to the grievance. The immediate Supervisor shall investigate the grievance and shall give an oral answer within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the immediate Supervisor to give an oral answer within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Two. If the grievance is not settled in Step One, the aggrieved Employee, or the Union, may present the grievance in writing to the Utility Manager within five (5) calendar days (excluding Saturday, Sunday and holidays) after the decision of the immediate Supervisor was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when the decision was due, whichever occurs first. The grievance shall be signed by the Employee or the Union and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the Employee or the Union specifying what relief or remedy is desired. The Utility Manager shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the Utility Manager to issue a decision within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three. If the grievance is not settled in Step Two, the aggrieved Employee or the Union may appeal to arbitration, by written notice submitted to the Utility Manager within five (5) calendar days (excluding Saturday, Sunday and holidays) from the date that the Utility Manager's decision was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when the decision was due, whichever occurs first. The written notice shall contain the same information as required in the previous step.

If the Employer appeals the arbitration, a copy of the written notice must be submitted to the Union. When a timely request has been made for arbitration, a representative of the Employer and the Employee or the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days (excluding Saturday, Sunday and holidays) of the Employer's receipt of the arbitration notice, the parties shall jointly request the Public Employment Relations Board or the Center for Labor Management at the University of Iowa, to submit a list of five (5) grievance arbitrators. Upon receipts of the list, the parties' designated representatives shall determine by lot, the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual Employee has a grievance as set out above, the Employee is entitled to be represented by the Union if the Employee so chooses. The Union may also process a grievance on its own in accordance with the above procedures.

Section 5. The failure of an Employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an Employee or the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the Employee, and the Union. Any decision rendered by not be retroactively applied beyond the date of occurrence.

Section 7. The Employer and the Union shall share equally, any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 16.

Insurance

A. Hospital and Medical

Section 1. The Employer shall maintain for each Employee, including probationary Employees, a hospital and medical care insurance policy whose benefits are comparable to the policy or program presently in existence. Prior to any change in the policy or program, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. Coverage of an Employee will commence as set out in the policy or program, and an Employee and dependents will be covered in accordance with and to the extent provided under the terms of the policy or program.

Section 3. The Employer shall pay the full premium, provided the total amount of the monthly premium for full family coverage is capped at \$666.96 per month for the full 12-month contract/policy year, effective January 1, 2005.

Section 4. The cap provided in Section 3 will continue after December 31, 2005, unless a party seeking modification thereof shall cause a written Notice of Reopener for the cap only to be served on the other party by March 15, 2005.

B. Life Insurance

Section 1. The Employer shall, at no cost to the Employee, maintain a life insurance policy or a life insurance fund for each Employee, including probationary Employees, in the amount of one times the employee's annual salary capped at \$50,000.00 (Fifty thousand dollars).

Section 2. Coverage of an Employee will commence on the date set out in the insurance policy, and an Employee will be covered in accordance with and to the extent provided therein.

ARTICLE 17.

Health and Safety

Section 1. Safety is up to MMEU. MMEU will maintain a Safety Committee, which will meet at least once a month. The Safety Committee shall include employees and management, with the Utility Manager being the Chairperson of the committee, but he will leave a lot of the workings to the other members of the committee. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 2. Equipment furnished by the Employer shall be used properly and the Employee shall return to the Employer, all equipment issued to the Employee at such time as the employment is terminated.

Section 3. Any personal item worn or used, in the performance of an Employee's job, as covered by this Agreement, which is damaged or destroyed during the performance of required duties, will be considered for repair or replacement at the expense of the Employer, up to a maximum of Five Hundred Dollars (\$500.00) per contract year. An Employee with a claim for a damaged or destroyed item, must forward to his or her Supervisor on the day of the loss, a report stating the item damaged or destroyed, the approximate replacement value and the circumstances causing the loss. In the event of a disputed claim, the Utility Manager will review the claim and make a final decision. Any item replaced at the Employer's expense, shall become the property of the Employer.

ARTICLE 18.

Wages

Section 1. The regular rates of pay for each classification of Employees, including part-time Employees, is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any Employee, whose pay is in dispute, or the Employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that Employee at reasonable times.

Section 3. If the Employer determines during the term of this Agreement, that a given rate of pay is not competitive, the Employer may engage in formal negotiations on that specific rate of pay and classification with the Union.

Section 4. An Employee will be paid every other Friday and the Employer shall not withhold more than one (1) week of the Employee's wages.

Section 5. Standby Policies are set out in Appendix C, which is attached hereto and by this reference made a part hereof.

ARTICLE 19.

Supplemental Pay

A. Chauffeur's License/CDL License

Section 1. The Employer shall reimburse the Employee for the difference between the cost of a regular driver's license and a chauffeur's license, if the Employer requires the Employee to have a chauffeur's license. The Employer shall reimburse the Employee for the difference between the cost of a regular driver's license and a CDL license, if the Employer requires the Employee to have a CDL license. This benefit does not apply to a new Employee who is required to have a chauffeur's license or a CDL license as an employment qualification by the Employer. Nor does it apply to any expense involved in obtaining a license as a result of a suspension or revocation.

B. Shift Differential

Section 1. Employees who are assigned to work the third shift (Night Shift, 11:00 P.M. to 7:00 A.M.) shall be paid a shift differential of \$.15 an hour for each hour of actual work performed during the shift.

C. College/Seminar Tuition

Section 1. If the Employer recommends that an Employee attend a course or seminar that is work related, and the Employee attends, the Employer shall pay the tuition, lab fees, and books. The Employee must obtain the Employer's written authorization for all such courses and seminars prior to the actual registration.

ARTICLE 20.

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and Employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire Agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21

Effective Period

Section 1. This Agreement shall be effective January 1, **2005**, and shall continue through December 31, **2007**. Contract is subject to annual update for wages and insurance only.


Section 2. This Agreement, including any modifications thereof, shall continue in effect from year to year thereafter, unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by March 15th of the year prior to the time when modification is desired. The notification in writing in jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 28 day of January, 2005.

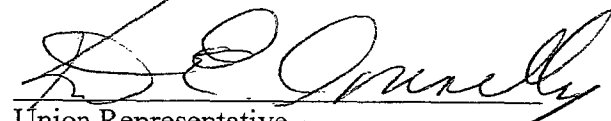
MAQUOKETA MUNICIPAL
ELECTRIC UTILITY



Chair


Utility Manager

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
Local Union No. 145


Union Representative

APPENDIX A

Wage Schedule Electric Distribution Department

Effective January 1, 2005

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Groundperson	70%	82%	91%	13.07
Meter Tech	70%	82%	91%	17.66
Mapping Coordinator	70%	82%	91%	14.16

Part Time Groundperson \$8.88 per hour

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

Lineperson \$21.37

All other Lineperson's wages, including that of an Apprentice and a Probationary Lineperson, are based on the I.A.M.U. program set out on the next page of this Appendix.

Part Time Lineperson \$12.21 per hour

Crew Leader \$1.00 per hour above the employee's
rate of pay

Service Person \$1.00 per hour above the employee's
rate of pay

APPENDIX A (1)

**MAQUOKETA MUNICIPAL ELECTRIC UTILITY
Lineperson Apprenticeship Salary Schedule
Based upon the I.A.M.U. Program
Hours refer to actual work hours with MMEU**

HOURS	PAY RATE
0-1500	64%
1500-3000	73%
3000-4500	81%
4500-6000	88%
6000-7500	96%

APPENDIX A (2)

Wage Schedule Power Plant Department

Effective January 1, 2005

Annual Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Mechanic Operator	70%	76%	82%	88%	94%	17.46

Lead Mechanic Operator \$1.00 per hour above the
Classification as Mechanic Operator

Part Time Operator..... \$8.88

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

APPENDIX A (3)

Wage Schedule Office Department

Effective January 1, 2005

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Billing Clerk	70%	82%	91%	13.25
Clerk Typist	70%	82%	91%	12.11
Meter Reader	70%	82%	91%	14.53
Part Time Secretary				\$7.76
Part Time Meter Reader				\$9.41

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

APPENDIX B

SUBSTANCE ABUSE POLICY FOR PERSONNEL REQUIRED TO HAVE COMMERCIAL DRIVERS LICENSES

If the test of an employee, who is subject to the requirements of 49 CFR Part 382, results in an MRO verified positive test for the use of drugs, the employee will be referred to an appropriate substance abuse professional for assessment and enrollment in a treatment rehabilitation program. If the test of an employee who is subject to the requirements of 49 CFR Part 382, results in a first time alcohol confirmation test of between .02 but less than .04, the employee will be considered to be unable to perform their duties for 24 hours and will result in loss of one days pay. The second such violation in a calendar year will result in loss of two days pay and referral to rehabilitation. If an alcohol confirmation test is .04 or greater, or is the second time a confirmation test is between .02 but less than .04 in one calendar year, the employee will be referred to an appropriate substance abuse professional for assessment and enrollment in a treatment rehabilitation program. Results of the positive drug or alcohol test and terms of the rehabilitation will remain confidential, except as provided by Federal Regulation.

Employees referred to the treatment and rehabilitation program as a result of an MRO verified positive test or breath testing showing an alcohol concentration above .04, or a second time confirmation test of between .02 but less than .04 in one calendar year, must immediately cease any substance abuse, must subject themselves to periodic unannounced testing for a period of not to exceed sixty months, and must comply with all other conditions of a treatment and counseling program recommended by the substance abuse professional.

Expenses of the substance abuse treatment are covered only to the extent specified by MMEU's health benefit plan.

An employee required to take time off in order to participate in a rehabilitation program will be permitted to use sick leave, vacation time, and/or unpaid leave.

Participation in substance abuse treatment and rehabilitation will not result in disciplinary action; however, only to the extent they are available, will non-covered duties be assigned until the MRO or substance abuse professional determines that the employee may return to duty. Successful completion of the prescribed program will be required for the employee to continue employment with the employer.

If an employee is undergoing substance abuse treatment or counseling or has returned to duty upon successfully completing such treatment and rehabilitation, and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of .04 or greater; the employee will be terminated.

Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

No employee shall report to work to perform a safety sensitive function within 4 hours after using alcohol. If an employee is called in for overtime, he/she shall inform the Supervisor in charge of the callout if he/she has consumed alcohol within 4 hours prior to the scheduled reporting time, or if he/she is impaired by drugs or alcohol.

Any employee selected who is on authorized time off which was applied for and approved prior to notice to Maquoketa Municipal Electric Utility of the date of the test will be required to report to the collection site on his/her first day back from pre-approved leave. Any employee who requests leave of any type after MMEU has been notified of the testing date shall be required to report to the collection site on the shift he/she would otherwise have been required to report unless he/she is excused by the Superintendent for good cause shown. Any employee so excused shall be required to report to the collection site on his/her first day back to work.

APPENDIX C (1)
STANDBY POLICY
OF THE
MAQUOKETA MUNICIPAL ELECTRIC UTILITY
POWER PLANT MECHANIC/OPERATORS

- (1.) Standby occurs when an Employee is specifically required by the Employer to be available to respond for work during scheduled time off.
- (2.) A Mechanic/Operator of the Maquoketa Municipal Electric Utility, who is subject to perform standby duty, shall be available during all hours outside of the normal work week. The standby duty shall commence at the end of the workday on Thursday and shall continue until the beginning of the workday on the following Thursday.
- (3.) The Mechanic/Operator is expected to respond as soon as possible upon notification. Response shall normally be made in less than 30 minutes from the time of notification. Additionally, the Mechanic/Operator is required to come to the Power Plant One (1) time daily on weekends and holidays, for the purpose of monitoring plant conditions and entering data into appropriate operating logs, as directed by the Department Supervisor. During periods of extreme adverse winter weather conditions, the Department Supervisor may require additional trips to the plant to monitor conditions. An additional trip to the plant under these conditions shall be Compensated at 1 ½ hours pay at time and one-half (1 ½) rate of pay.
- (4.) Trading of standby duty between Mechanic/Operators is permissible.
- (5.) A Mechanic/Operator required to be on standby shall be compensated at the rate of Nine and One-half (9 ½) hours of regular time pay for each Seven (7) day period of standby duty. A day means a twenty four (24) hour period in which the Employee has been scheduled for duty for a part of that period. Standby duty time will not be considered as time worked in the computation of overtime.
- (6.) The Power Plant Superintendent shall prepare and post a rotation schedule for standby duty assignments.
- (7.) Normally, cash payment will be made for the week of standby duty. However, an Employee may elect to retain the hours accrued, to be used as time off from work at a later date. The maximum number of hours to be accumulated shall be Thirty (30) hours. All accumulated compensatory hours shall be redeemed for cash payment, at the end of the last pay period in November of each year. The Employee will receive payment on or before December 7th of each year, based on the actual number of accumulated hours.

APPENDIX C (2)

STANDBY POLICY OF THE MAQUOKETA MUNICIPAL ELECTRIC UTILITY DISTRIBUTION DEPARTMENT

- (1.) Standby occurs when an Employee is specifically required by the Employer to be available to respond for work during scheduled time off.
- (2.) A Lineperson of the Maquoketa Municipal Electric Utility, who is subject to perform standby duty, shall be available during all hours outside of the normal workweek. The standby duty shall commence at the end of the workday on Thursday and shall continue until the beginning of the workday on the following Thursday.
- (3.) The Lineperson is expected to respond as soon as possible upon notification. Response shall normally be made within 30 minutes from the time of notification.
- (4.) The substance abuse policy of the Employer, as specified in the agreement between the Maquoketa Municipal Electric Utility and the International Brotherhood of Electrical Workers, Local Union No. 145, shall apply to all standby duty hours.
- (5.) Trading of standby duty hours between Linepersons is permissible.
- (6.) A Lineperson required to be on standby, shall be compensated at the rate of Nine and One-half (9 ½) hours of regular time pay for each Seven (7) day period of standby duty. A day means a twenty four (24) hour period or the balance of a twenty four (24) hour period in which the Employee has been scheduled for duty for a part of that period. Standby duty time will not be considered as time worked in the computation of overtime.
- (7.) The Distribution Superintendent shall prepare a rotation schedule for Standby duty assignments and shall maintain the schedule, which shall be posted. The linepersons' rotation will not be more than one out of five weeks, unless the linepersons volunteer for additional weeks.
- (8.) Normally, cash payment will be made for the week of standby duty. However, an Employee may elect to retain the hours accrued, to be used as time off from work at a later date. The maximum number of hours to be accumulated shall be Thirty (30) hours. All accumulated compensatory hours shall be redeemed for cash payment, at the end of the last pay period in November of each year. The Employee will receive payment on or before December 7th of each year, based on the actual number of accumulated hours.

MAQUOKETA MUNIC. ELEC. / IBEW #145
UTIL.

06-07

AMENDMENTS TO IBEW UNION CONTRACT

FOR 2006

ARTICLE 16.

Insurance

A. Hospital and Medical

Section 1. The Employer shall maintain for each Employee, including probationary Employees, a hospital and medical care insurance policy whose benefits are comparable to the policy or program presently in existence. Prior to any change in the policy or program, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. Coverage of an Employee will commence as set out in the policy or program, and an Employee and dependents will be covered in accordance with and to the extent provided under the terms of the policy or program.

Section 3. The Employer shall pay the full premium, provided the total amount of the monthly premium for full family coverage is capped at \$820.00 per month for the full 12-month contract/policy year, effective January 1, 2006.

Section 4. The cap provided in Section 3 will continue after December 31, 2006, unless a party seeking modification thereof shall cause a written Notice of Reopener for the cap only to be served on the other party by March 15, 2006.

B. Life Insurance

Section 1. The Employer shall, at no cost to the Employee, maintain a life insurance policy or a life insurance fund for each Employee, including probationary Employees, in the amount of one times the employee's annual salary capped at \$50,000.00 (Fifty thousand dollars).

Section 2. Coverage of an Employee will commence on the date set out in the insurance policy, and an Employee will be covered in accordance with and to the extent provided therein.

Section 1. If the Employer recommends that an Employee attend a course or seminar that is work related, and the Employee attends, the Employer shall pay the tuition, lab fees, and books. The Employee must obtain the Employer's written authorization for all such courses and seminars prior to the actual registration.

APPENDIX A

Wage Schedule Electric Distribution Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Groundperson	70%	82%	91%	13.54
Meter Tech	70%	82%	91%	18.30
Mapping Coordinator	70%	82%	91%	14.67

Part Time Groundperson \$9.20 per hour

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

Lineperson\$22.14

All other Lineperson's wages, including that of an Apprentice and a Probationary Lineperson, are based on the I.A.M.U. program set out on the next page of this Appendix.

Part Time Lineperson \$12.65 per hour

Crew Leader \$1.00 per hour above the employee's
rate of pay

Service Person \$1.00 per hour above the employee's
rate of pay

APPENDIX A (1)

MAQUOKETA MUNICIPAL ELECTRIC UTILITY

Lineperson Apprenticeship Salary Schedule

Based upon the I.A.M.U. Program

Hours refer to actual work hours with MMEU

HOURS	PAY RATE
0-1500	64%
1500-3000	73%
3000-4500	81%
4500-6000	88%
6000-7500	96%

APPENDIX A (2)

Wage Schedule Power Plant Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Mechanic Operator	70%	76%	82%	88%	94%	18.09

Lead Mechanic Operator \$1.00 per hour above the
Classification as Mechanic Operator

Part Time Operator..... \$9.20

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

APPENDIX A (3)

Wage Schedule Office Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Billing Clerk	70%	82%	91%	13.73
Clerk Typist	70%	82%	91%	12.55
Meter Reader	70%	82%	91%	15.05
Part Time Secretary				\$8.04
Part Time Meter Reader				\$9.75

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

ARTICLE 21

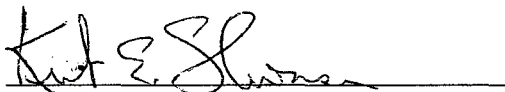
Effective Period


Section 1. This Agreement shall be effective January 1, 2005, and shall continue through December 31, 2007. Contract is subject to annual update for wages and insurance only.

Section 2. This Agreement, including any modifications thereof, shall continue in effect from year to year thereafter, unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by March 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional, but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

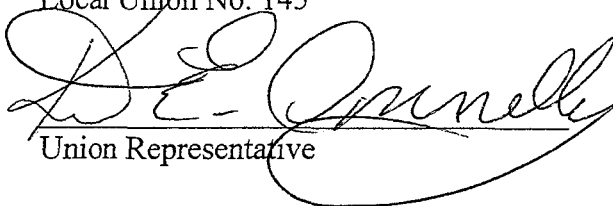
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 16 day of December, 2005.

MAQUOKETA MUNICIPAL
ELECTRIC UTILITY


Chair


Utility Manager

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
Local Union No. 145


Union Representative

AMENDMENTS TO IBEW UNION CONTRACT

FOR 2006

ARTICLE 16.

Insurance

A. Hospital and Medical

Section 1. The Employer shall maintain for each Employee, including probationary Employees, a hospital and medical care insurance policy whose benefits are comparable to the policy or program presently in existence. Prior to any change in the policy or program, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

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Section 3. The Employer shall pay the full premium, provided the total amount of the monthly premium for full family coverage is capped at \$820.00 per month for the full 12-month contract/policy year, effective January 1, 2006.

Section 4. The cap provided in Section 3 will continue after December 31, 2006, unless a party seeking modification thereof shall cause a written Notice of Reopener for the cap only to be served on the other party by March 15, 2006.

B. Life Insurance

Section 1. The Employer shall, at no cost to the Employee, maintain a life insurance policy or a life insurance fund for each Employee, including probationary Employees, in the amount of one times the employee's annual salary capped at \$50,000.00 (Fifty thousand dollars).

Section 2. Coverage of an Employee will commence on the date set out in the insurance policy, and an Employee will be covered in accordance with and to the extent provided therein.

Section 1. If the Employer recommends that an Employee attend a course or seminar that is work related, and the Employee attends, the Employer shall pay the tuition, lab fees, and books. The Employee must obtain the Employer's written authorization for all such courses and seminars prior to the actual registration.

APPENDIX A

Wage Schedule Electric Distribution Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Groundperson	70%	82%	91%	13.54
Meter Tech	70%	82%	91%	18.30
Mapping Coordinator	70%	82%	91%	14.67

Part Time Groundperson \$9.20 per hour

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

Lineperson\$22.14

All other Lineperson's wages, including that of an Apprentice and a Probationary Lineperson, are based on the I.A.M.U. program set out on the next page of this Appendix.

Part Time Lineperson \$12.65 per hour

Crew Leader \$1.00 per hour above the employee's
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APPENDIX A (1)

**MAQUOKETA MUNICIPAL ELECTRIC UTILITY
Lineperson Apprenticeship Salary Schedule
Based upon the I.A.M.U. Program
Hours refer to actual work hours with MMEU**

HOURS	PAY RATE
0-1500	64%
1500-3000	73%
3000-4500	81%
4500-6000	88%
6000-7500	96%

APPENDIX A (2)

Wage Schedule Power Plant Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Mechanic Operator	70%	76%	82%	88%	94%	18.09

Lead Mechanic Operator \$1.00 per hour above the
Classification as Mechanic Operator

Part Time Operator..... \$9.20

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

APPENDIX A (3)

Wage Schedule Office Department

Effective January 1, 2006

Annual Steps:	Step 1	Step 2	Step 3	Step 4
Billing Clerk	70%	82%	91%	13.73
Clerk Typist	70%	82%	91%	12.55
Meter Reader	70%	82%	91%	15.05
Part Time Secretary				\$8.04
Part Time Meter Reader				\$9.75

An employee will begin at Step 1, normally, and will progress one Step on each anniversary date of employment.

ARTICLE 21

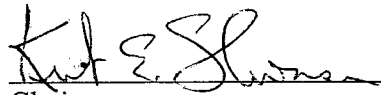
Effective Period

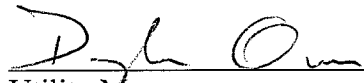
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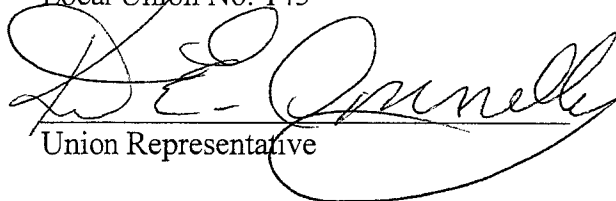
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 16 day of December, 2005.

MAQUOKETA MUNICIPAL
ELECTRIC UTILITY


Chair


Utility Manager

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
Local Union No. 145


Union Representative